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FILED

JUN 21

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

6
7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 UNITED STATES OF AMERICA)

10 Plaintiff,)

11 vs)

12 **NIKOLAY MLADENOV,**)

13 Defendant.)

2:10-cr-00217-PMP(PAL)

PLEA MEMORANDUM

14 The United States, by and through Daniel G. Bogden, United States Attorney, and Eric
15 Johnson, Assistant United States Attorney, and defendant **NIKOLAY MLADENOV** and defendant's
16 attorney, Charles Kelly, Esq, submit this plea memorandum.

17 **I. PLEA AGREEMENT**

18 This agreement is contingent on at least four (4) of five (5) co-defendants, **DIMITAR**
19 **DIMITROV, DRAGOMIR TASKOV, ANGEL IORDANOV, DANAIL TCHANEV, BOYAN**
20 **GUEORGUIEV, and BOYAN GUEORGUIEV**, successfully enter their guilty pleas together with
21 defendant **NIKOLAY MLADENOV**, in the cases numbered 2:10-cr-216-PMP(PAL) and 2:10-cr-
22 217-PMP(PAL), and that all pleas are accepted by the Court

23 The United States and defendant have reached the following plea agreement, which is
24 not binding on the court:
25
26

A. The Plea

Defendant will plead guilty to Count One of the Indictment, case number 2:10-cr-217-PMP(PAL). Count One charges Defendant with a violation of Title 18, United States Code, Section 371, conspiracy to receive, possess, and conceal unlawfully converted property of the value of \$5,000 or more, which crossed a State boundary, in violation of Title 18, United States Code, Section 2315, to transport in interstate commerce property of the value of \$5,000 or more, which was taken by fraud, in violation of Title 18, United States Code, Section 2314, and to transmit interstate wire communications in furtherance and execution of a scheme and artifice to defraud, in violation of Title 18, United States Code, Section 1343. Defendant will agree to the criminal forfeitures provided in Indictment, 2:10-cr-217-PMP(PAL).

B. Additional Charges

The United States Attorney's Office for the District of Nevada ("United States") will bring no additional charge or charges against defendant arising out of the investigation of the charges contained in the Indictment herein, and indictments, case numbers 2:10-cr-215-KJD(LRL) and 2:10-cr-217-PMP(PAL). However, this plea agreement does not foreclose prosecution for an act of murder, attempted murder, an act of physical violence against the person of another, or any conspiracy to commit any such act of violent unlawful activity.

C. Sentencing Guideline Calculations

1. Defendant understands that the court is required to consider the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") among other factors in determining defendant's sentence. Defendant understands that the Sentencing Guidelines are advisory, and that after considering the Sentencing Guidelines, the court may be free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crimes of conviction.

2. The base offense level for conspiracy to commit wire fraud is six (6). U.S.S.G. §2B1.1(a)(1).

3. Plus 2 for more than 10 but less than 50 victims. U.S.S.G. §2B1.1 (b)(2)(A)

1 4. Plus 12 for an amount over \$200,000 in loss. U.S.S.G. §2B1.1 (b)(1)(H),
2 resulting in an offense level of 20.

3 6. The parties stipulate that no other guideline enhancements or reductions, except
4 those described herein, should apply in calculating the total advisory guideline offense level.

5 7. Pursuant to USSG §3E1.1(a), the United States will recommend that defendant
6 receive a two-level adjustment for acceptance of responsibility unless defendant (a) fails to make a
7 complete factual basis for the guilty plea at the time it is entered; (b) is untruthful with the Court or
8 probation officers; (c) denies involvement in the offense or provides conflicting statements regarding
9 defendant's involvement; (d) attempts to withdraw the guilty plea; (e) engages in criminal conduct;
10 (f) fails to appear in court; or (g) violates the conditions of pretrial release.

11 8. Under USSG §3E1.1(b), the United States will, in its sole discretion, make a
12 motion for an additional one-level adjustment for acceptance of responsibility prior to sentencing if
13 defendant timely notifies the United States of defendant's intention to plead guilty, thereby permitting
14 the United States to avoid preparing for trial and allowing for the efficient allocation of resources.

15 9. If all six defendants currently pending trial in indictments, case numbers 2:10-
16 cr-216-PMP(PAL) and 2:10-cr-217-PMP(PAL), that being **DIMITAR DIMITROV, ANGEL**
17 **IORDANOV, DANAIL TCHANEV, DRAGOMIR TASKOV, BOYAN GUEORGUIEV, and**
18 **NIKOLAY MLADENOV**, enter pleas of guilty pursuant to plea agreements with the Government
19 and their pleas are accepted by the Court, the Government will move for a four (4) level group plea
20 downward departure. If five (5) of the six (6) defendants currently pending trial in indictments, case
21 numbers 2:10-cr-216-PMP(PAL) and 2:10-cr-217-PMP(PAL), enter pleas of guilty pursuant to plea
22 agreements with the Government and their pleas are accepted by the Court, the Government will move
23 for a three (3) level group plea downward departure. If less than five of the defendants currently
24 pending trial enter guilty pleas, the Government will not make any motion for a group plea downward
25 departure.

10. Defendant agrees that the court may consider any count dismissed under this agreement, along with all other relevant conduct whether charged or uncharged, in determining the applicable sentencing guidelines range, the propriety and extent of any departure from that range, and the determination of the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors.

11. Defendant's Criminal History Category will be determined by the Court.

D. Other Sentencing Matters

1. The parties agree that the Guideline calculations are based on information now known and could change upon investigation by the United States Probation Office. It is possible that factors unknown or unforeseen by the parties to the plea agreement may be considered in determining the offense level, specific offense characteristics, and other related factors. In that event, defendant will not withdraw defendant's plea of guilty.

2. The stipulations in this agreement do not bind either the United States Probation Office or the court. Both defendant and the United States are free to: (a) supplement the facts by supplying relevant information to the United States Probation Office and the court, and (b) correct any and all factual misstatements relating to the calculation of the sentence.

E. Fines and Special Assessment

1. Defendant agrees that the court may impose a fine due and payable immediately upon sentencing.

2. Defendant will pay the special assessment of \$100 per count of conviction at the time of sentencing, for a total of \$100.

F. Restitution

Defendant agrees to make full restitution in an amount to be determined by the Court, which defendant agrees shall include all relevant conduct as determined by the Court. In return for defendant agreeing to make restitution for relevant conduct, the United States agrees not to bring charges against defendant for the conduct giving rise to the relevant conduct. Defendant understands

1 that any restitution imposed by the Court may not be discharged in whole or in part in any present or
2 future bankruptcy proceeding.

3 **G. Waiver of Appeal**

4 1. In exchange for the concessions made by the United States in this plea
5 agreement, defendant knowingly and expressly waives: 1) the right to appeal any sentence that is
6 imposed within or below the applicable Sentencing Guideline range as determined by the Court; 2)
7 the right to appeal the manner in which that sentence was determined on the grounds set forth in Title
8 18, United States Code, Section 3742; 3) the right to appeal any other aspect of the conviction or
9 sentence, including any order of restitution; and 4) the right to make all collateral challenges, including
10 any claims under 28 U.S.C. § 2255, to his conviction, sentence and the procedure by which the Court
11 adjudicated guilt and imposed sentence, except non-waivable claims of ineffective assistance of
12 counsel.

13 2. Notwithstanding the stipulations in this agreement, the parties are free to argue
14 on appeal and collateral review that the court's sentencing guidelines calculations are not error.
15 However, each party agrees to maintain its view that the calculation in paragraph C are consistent with
16 the facts of this case.

17 **H. Additional Promises, Agreements, and Conditions**

18 1. In exchange for the United States entering into this agreement, defendant agrees
19 that (a) the facts set forth in Section IV of this Plea Agreement shall be admissible against defendant
20 under Fed. R. Evidence. 801(d)(2)(A) in the following circumstances: (1) for any purpose at
21 sentencing; and (2) in any subsequent proceeding, including a trial in the event defendant does not
22 plead guilty or withdraws defendant's guilty plea, to impeach or rebut any evidence, argument or
23 representation offered by or on defendant's behalf; and (b) defendant expressly waives any and all
24 rights under Fed. R. Criminal P. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in
25 Section IV of the Plea Agreement to the extent set forth above.

2. The parties agree that no promises, agreements, and conditions have been entered into other than those set forth in this plea memorandum, and not will be entered into unless in writing and signed by all parties.

I. Limitations

This Plea Agreement is limited to the United States Attorney's Office for the District of Nevada and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authority. However, this Plea Memorandum does not prohibit the United States through any agency thereof, the United States Attorney's office for the District of Nevada, or any third party from initiating or prosecuting any civil proceeding directly or indirectly involving defendant, including but not limited to, proceedings under the False Claims Act relating to potential civil monetary liability or by the Internal Revenue Service relating to potential tax liability.

J. Forfeiture

1. Defendant knowingly and voluntarily agrees to the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following property as provided in the superseding indictment:

- a. 2008 Subaru Tribeca, VIN;
- b. 2008 Tracker Pro 170 boat, VIN;
- c. 2008 Trailstar Boat Trailer, VIN;
- d. 2008 Audi A3 VIN;
- e. 2008 Subaru Imbreza Outback Wagon, VIN;
- f. 2008 Mercedes Benz S550, VIN;
- g. 2008 Sea Ray boat, VIN;
- h. 2008 Shorelander Boat Trailer, VIN;
- i. 2008 Audi A4, VIN;
- j. 2007 Volvo S60, VIN;
- k. 2008 Hyundai Accent, VIN.

1 2. Defendant knowingly and voluntarily agrees to abandon or to forfeit the property
2 to the United States.

3 3. Defendant knowingly and voluntarily agrees to relinquish all right, title, and interest
4 in the property.

5 4. Defendant knowingly and voluntarily agrees to waive his right to any abandonment
6 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings,
7 or any criminal forfeiture proceedings ("proceedings") of the property.

8 5. Defendant knowingly and voluntarily agrees to waive service of process of any and
9 all documents filed in this action or any proceedings concerning the property arising from the facts
10 and circumstances of this case.

11 6. Defendant knowingly and voluntarily agrees to waive any further notice to him, his
12 agents, or his attorney regarding the abandonment or the forfeiture and disposition of the property.

13 7. Defendant knowingly and voluntarily agrees not to file any claim, answer, petition,
14 or other documents in any proceedings concerning the property.

15 8. Defendant knowingly and voluntarily agrees to waive the statute of limitations, the
16 CAFRA requirements, Fed. R. Crim. P. 7(c)(2), 32.2(a), and 32.2(b)(3), and the constitutional due
17 process requirements of any abandonment proceeding or any forfeiture proceeding concerning the
18 property.

19 9. Defendant knowingly and voluntarily agrees to waive his right to a jury trial on the
20 forfeiture of the property.

21 10. Defendant knowingly and voluntarily agrees to waive (a) all constitutional, legal,
22 and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
23 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
24 Constitution, including, but not limited to, any claim or defense of excessive fine in any proceedings
25 concerning the property.
26

11. Defendant knowingly and voluntarily agrees to the entry of an Order of Forfeiture of the property to the United States.

12. Defendant knowingly and voluntarily agrees and understands the abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property shall not be treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the Defendant in addition to the abandonment or the forfeiture.

K. Cooperation

1. Defendant agrees, if requested by the United States, to provide complete and truthful information and testimony concerning his knowledge of all other persons who are committing or have committed offenses against the United States, and agrees to cooperate fully with the United States in the investigation and prosecution of such persons. Defendant agrees that the information he provides can be used against him to establish relevant conduct. Defendant understands that his cooperation is based on the following terms and conditions:

(a) Defendant shall cooperate truthfully, completely and forthrightly with the United States Attorney's Office for the District of Nevada (this Office) and other Federal, state and local law enforcement authorities identified by this Office in any matter as to which the Government deems the cooperation relevant.

(b) Defendant shall promptly turn over to the Government or other law enforcement authorities or direct such law enforcement authorities to any and all evidence of crime; all contraband and proceeds of crime; and all assets traceable to such proceeds of crime.

(c) Defendant shall submit a full and complete accounting of all his financial assets, whether such assets are in his name or in the name of a third party.

(d) Defendant shall testify fully and truthfully before any Grand Jury in the District of Nevada, and elsewhere, and at all trials of cases or other Court proceedings in the District of Nevada and elsewhere, at which his testimony may be deemed relevant by the Government.

1 (e) Defendant agrees not to commit any criminal violation of local, state
2 or federal law during the period of his cooperation with law enforcement authorities pursuant to this
3 Agreement or at any time prior to the sentencing in this case. The commission of a criminal offense
4 during the period of his cooperation or at any time prior to sentencing will constitute a breach of this
5 plea agreement and will relieve the Government of all of its obligations under this agreement.
6 However, Defendant acknowledges and agrees that such a breach of this Agreement will not entitle
7 him to withdraw his plea of guilty. Defendant further understands that, to establish a breach of this
8 agreement, the Government need only prove Defendant's commission of a criminal offense by a
9 preponderance of the evidence.

10 2. Defendant acknowledges and understands that during the course of the
11 cooperation outlined in this agreement Defendant will be interviewed by law enforcement agents
12 and/or Government attorneys and that Defendant has the right to have defense counsel present during
13 these interviews. After consultation with counsel, and with counsel's concurrence, Defendant
14 knowingly and voluntarily waives this right and agrees to meet with law enforcement agents and
15 Government prosecutors outside of the presence of counsel. If at some future point counsel or
16 Defendant desire to have counsel present during interviews by law enforcement agents and/or
17 Government attorneys, the Government will honor this request, and this change will have no effect
18 on any other terms and conditions of this Agreement.

19 3. Defendant knowingly and voluntarily waives or gives up all of Defendant's
20 constitutional and statutory rights to a speedy trial and speedy sentence, and agrees that the plea of
21 guilty pursuant to this agreement will be entered at a time decided upon by the Government with the
22 concurrence of the Court. Defendant also agrees that the sentencing in this case may be delayed until
23 Defendant's cooperation has been completed, as determined by the Government, so that the Court will
24 have the benefit of all relevant information before a sentence is imposed. Defendant understands that
25 the date for sentencing will be set by the Court.
26

1 4. Defendant understands that the sentence in this case will be imposed in
2 accordance with Title 18, United States Code, Section 3553 and the United States Sentencing
3 Commission's Guidelines Manual, which are advisory. Defendant further understands that the
4 sentence to be imposed is a matter solely within the discretion of the Court. Defendant acknowledges
5 that the Court is not obligated to follow any recommendation of the Government at the time of
6 sentencing or to grant a downward departure based on Defendant's substantial assistance to the
7 Government, even if the Government files a motion pursuant to 18 U.S.C. § 3553 (e)(1) and/or
8 Section 5K1.1 of the Federal Sentencing Guidelines and/or Rule 35 of the Federal Rules of Criminal
9 Procedure.

10 5. Defendant understands that even if this Office informs the Court of Defendant's
11 cooperation, substantial or otherwise, this Office reserves its full right of allocation for purposes of
12 sentencing in this matter. In particular, the United States reserves its right to recommend a specific
13 period of incarceration and fine up to the maximum sentence of incarceration and fine permitted by
14 the terms of this plea agreement. In addition, if in this plea agreement the Government has agreed to
15 recommend or refrain from recommending to the Court a particular resolution of any sentencing issue,
16 the Government reserves its right to full allocation in any post-sentence litigation in order to defend
17 the Court's ultimate decision on such issues. Defendant further understands that the Government
18 retains its full right of allocation in connection with any post-sentence motion which may be filed in
19 this matter and/or any proceeding(s) before the Bureau of Prisons. In addition, Defendant
20 acknowledges that the Government is not obligated to file any post-sentence downward departure
21 motion in this case pursuant to Rule 35 of the Federal Rules of Criminal Procedure.

22 6. Defendant understands and agrees that Defendant will not be allowed to
23 withdraw the guilty plea entered under this agreement solely because of the harshness of the sentence
24 imposed. Such a motion to withdraw shall constitute a breach of this agreement.

25 7. In the event the United States Attorney decides in his sole discretion that the
26 assistance provided by Defendant amounts to "substantial assistance" pursuant to Section 5K1.1 of

1 the Sentencing Guidelines and Title 18, United States Code, Section 3553(e), or Rule 35 of the
2 Federal Rules of Criminal Procedure, the United States will file a motion with the Court to allow the
3 Court to consider a downward departure.

4 8. It is understood and agreed that a motion for departure based on substantial
5 assistance shall not be made under any circumstances unless Defendant's cooperation is deemed to be
6 substantial assistance by the United States Attorney. The United States has made no promise, implied
7 or otherwise, that Defendant will be granted a departure for substantial assistance. Further, no promise
8 has been made that a motion will be made for departure even if Defendant complies with all of the
9 terms of this plea agreement in all respects but has been unable to provide substantial assistance as
10 determined in the sole discretion of the United States Attorney.

11 9. The United States agrees to consider the totality of the circumstances, including
12 but not limited to the following factors, in determining whether, in the sole discretion of the United
13 States Attorney, Defendant has provided substantial assistance which would merit a motion by the
14 United States for a downward departure from the applicable guidelines sentencing range:

15 (a) The United States' evaluation of the significance and usefulness of
16 Defendant's assistance;

17 (b) The truthfulness, completeness, and reliability of any information or
18 testimony provided by Defendant;

19 (c) The nature and extent of Defendant's assistance;

20 (d) Any injury suffered, or any danger or risk of injury to Defendant or
21 Defendant's family resulting from Defendant's assistance;

22 (e) The timeliness of Defendant's assistance.

23 10. It is understood and agreed that in the event a motion for departure is made by
24 the United States based upon Defendant's perceived substantial assistance, the United States reserves
25 the right to make a specific recommendation to the Court regarding the extent of the substantial
26

1 assistance departure; however, the final decision as to how much, if any, reduction in sentence is
2 warranted because of that assistance rests solely with the Court.

3 **II.**

4 **PENALTY**

5 1. The maximum penalty for a violation of Title 18, United States Code, Section
6 371 is not more than five (5) years imprisonment, a fine of not more than \$250,000, or both.

7 2. Defendant is subject to supervised release for a term of up to three years.
8 Supervised release is a period of time following imprisonment during which defendant will be subject
9 to various restrictions and requirements. Defendant understands that if defendant violates one or more
10 of the conditions of any supervised release imposed, defendant may be returned to prison for all or part
11 of the term of supervised release, which could result in defendant serving a total term of imprisonment
12 greater than the statutory maximum stated above.

13 3. Defendant must pay a special assessment at the time of sentencing of \$100 for
14 his one count of conviction.

15 4. Defendant is required to pay for the costs of imprisonment, probation, and
16 supervised release, unless defendant establishes that defendant does not have the ability to pay such
17 costs, in which case the court may impose an alternative sanction such as community service.

18 **III.**

19 **ELEMENTS**

20 Title 18, United States Code, Section 371 provides in pertinent part:

21 If two or more persons conspire ... to commit any offense against the United States ...
22 and one or more of such persons do any act to affect the object of the conspiracy...

23 each shall be guilty of an offense. 18 U.S.C. § 371.

24 To establish a violation of section 371, the government must prove the following
25 elements beyond a reasonable doubt:

26 1) On or about the dates alleged in Count One of the Indictment, there
was an agreement between two or more persons to traffic in, produce
and use one or more counterfeit access devices, in violation of Title 18,

1 United States Code, Sections 1029(a)(1), and to possess fifteen or more
2 counterfeit and unauthorized access devices, in violation of Title 18,
United States Code, Section 1029(a)(3);

3 2) The defendant became a member of the conspiracy knowing of its
4 object and intending to help accomplish it; and

5 3) One of the members of the conspiracy performed at least one overt
6 act for the purpose of carrying out the conspiracy.

7 Manual of Model Criminal Jury Instructions for the Ninth Circuit, § 8.20 (2010)(modified).

8 Title 18, United States Code, section 1343 provides in pertinent part:

9 Whoever, having devised or intending to devise any scheme or artifice to defraud,
10 or for obtaining money or property by means of false or fraudulent pretenses,
representations, or promises, transmits or causes to be transmitted by means of wire
... communication in interstate ... commerce, any writings, signs, signals, pictures,
or sounds for the purpose of executing such scheme or artifice ...

11 shall be guilty of an offense against the laws of the United States. 18 U.S.C.A. § 1343 (West
12 1984).

13 To establish a violation of section 1343, the government must prove the following
14 elements beyond a reasonable doubt:

15 First, the defendant knowingly participated in or devised a scheme or plan to defraud, or a
16 scheme or plan for obtaining money or property by means of false or fraudulent pretenses,
representations, or promises;

17 Second, the statements made or facts omitted as part of the scheme were material; that is,
18 they had a natural tendency to influence, or were capable of influencing, a person to part
with money or property;

19 Third, the defendant acted with the intent to defraud; that is, the intent to deceive or cheat;
20 and

21 Fourth, the defendant used, or caused to be used, wire communications from one state to
another to carry out or attempt to carry out an essential part of the scheme.

22 Manual of Model Criminal Jury Instructions for the Ninth Circuit, § 8.121 (2010)(modified)..

23 Title 18, United States Code, Section 2314 provides in pertinent part:

24 (1) Whoever transports, transmits, or transfers in interstate . . . commerce any good, wares,
25 merchandise, securities or money, of the value of \$5000 or more, knowing the same to have
been stolen, converted or taken by fraud . . .

26 shall be guilty of an offense against the United States.

1 To establish a violation of Section 2314(1), the following elements must be established beyond
2 a reasonable doubt:

- 3 (1) The defendant transported property taken by fraud between one state and
4 another;
- 5 (2) At the time of the property taken by fraud crossed the state border, the defendant
6 knew it was taken by fraud;
- 7 (3) The defendant intended to deprive the owner of the ownership of the property
8 temporarily or permanently; and
- 9 (4) The property was of the value of \$5,000 or more.

Manual of Model Criminal Jury Instructions for the Ninth Circuit, § 8.189 (2010)(modified).

10 Title 18, United States Code, Section 2315 provides in pertinent part:

11 Whoever receives, conceals, stores, barters, sells, or disposes of any goods, wares or
12 merchandise . . . of the value of \$5,000 or more . . . moving as, or which are a part of, or
13 which constitute interstate . . . commerce, knowing the same to have been stolen,
unlawfully converted, or taken . . . [s] hall be fined not more than \$10,000, or imprisoned
not more than ten years, or both.

14 The essential elements to establish this offense are:

- 15 (1) The defendant received and possessed unlawfully converted property that had
crossed a state boundary after having been unlawfully converted;
- 16 (2) At the time defendant did so he knew that the property had been unlawfully
17 converted; and
- 18 (3) The property was of a value of \$5,000 or more.

Manual of Model Criminal Jury Instructions for the Ninth Circuit, § 8.190 (2010)(modified).

19 IV.

20 FACTS THAT SUPPORT GUILTY PLEA

- 21 1. The defendant is pleading guilty because the defendant is guilty of the charged
22 offense.
- 23 2. In pleading to the offense, the defendant acknowledges that if the defendant elected
24 to go to trial instead of entering this plea, the United States could prove facts sufficient to establish
25 the defendant's guilt beyond a reasonable doubt.
- 26

1 3. The defendant specifically admits and declares under penalty of perjury that all of
2 the facts set forth below are true and correct. **DRAGOMIR TASKOV, DIMITR DIMITROV,**
3 **BOYAN GUEORGUIEV, ROSSEN DASKALOV, YULIYAN MILUSHEV, and NIKOLAY**
4 **MLADENOV**, and other conspirators managed a complex fraud scheme to obtain vehicles from
5 automobile dealerships in Nevada and elsewhere by obtaining automobile loan financing through
6 false and fraudulent pretenses and representations. Once the vehicles were obtained, some of the
7 vehicles were sold or rented to third party buyers or lessors in the United States and some vehicles
8 were smuggled out of the United States to Eastern Europe. The defendants and other conspirators
9 involved in the fraudulent acquisition of the vehicles did not make payments to the finance
10 companies that funded the automobile loans, which resulted in financial loss to the finance
11 companies, automobile dealerships and/or their insurance companies.

12 3. One of the fraud schemes utilized by the defendants and their other conspirators to
13 obtain vehicles involved the use of "straw buyers" who claimed to be employed by fictitious
14 corporations or defunct business where they earned fictitious lucrative salaries. The straw buyers
15 relied on the automobile dealership or automobile loan finance companies to not fully verify their
16 employment status or income and, subsequently, approve them for automobile loans without full
17 verification.

18 4. A second fraud scheme used to acquire vehicles took advantage of the time delay that
19 occurs between when a straw buyer applies for an automobile loan and when the loan approval is
20 actually posted to the straw buyer's credit report. By purchasing several vehicles in a short period
21 of time, the straw buyer can take advantage of multiple car dealerships in applying for loans. The
22 defendants and their other conspirators would enter several automobile dealerships in a short
23 period of time and apply for credit at each dealership to purchase a vehicle. After getting approved
24 for credit at multiple dealerships, the defendants or their other conspirators would take delivery of
25 all vehicles for which credit was granted before the newly funded automobile loans had a chance
26 to post to the defendants' or their other conspirators' credit report. As a result, the straw buyers

1 secured numerous loans from different automobile loan financing companies without the financing
2 companies knowing about other existing or applied for loans.

3 5. Once the straw buyers took delivery of the fraudulently obtained vehicles, they typically
4 delivered them to a higher level member of the conspiracy, usually to TASKOV. Members of the
5 conspiracy then sold or rented the automobiles to individuals in Nevada and other states or would
6 smuggle the vehicles out of the United States.

7 6. In furtherance of the above-described conspiracy, the defendants caused the fraudulent
8 purchase of the following vehicles:

9 a. On or about March 6, 2008, defendant **BOYAN GUEORGUIEV**
10 purchased a 2008 Mercedes S550 from Mercedes Benz of Arrowhead, 9260 W. Bell Road, Peoria,
11 Arizona, financing approximately \$114,039.43 of the purchase price.

12 b. On or about March 6, 2008, defendant **BOYAN GUEORGUIEV**
13 purchased a 2006 Porsche 911 from Porsche North Scottsdale, 1800 N. Scottsdale Road, Phoenix,
14 Arizona, financing approximately \$73,503.75 of the purchase price.

15 c. On or about March 10, 2008, defendant **BOYAN GUEORGUIEV**
16 purchased a 2008 Jeep Wrangler from Integrity Chrysler, 6770 Redwood Street, Las Vegas,
17 Nevada, financing approximately \$41,486.37 of the purchase price.

18 d. On or about March 11, 2008, defendant **BOYAN GUEORGUIEV**
19 purchased a 2008 Sea Ray Boat and 2008 Shorelander Boat Trailer from MarineMax of Las
20 Vegas, 3800 Boulder Highway, Las Vegas, Nevada, financing approximately \$55,845.01 of the
21 purchase price.

22 e. On or about March 11, 2008, defendant **BOYAN GUEORGUIEV**
23 purchased a 2008 two-door Honda Accord from Honda West, 7615 W. Sahara Avenue, Las Vegas,
24 Nevada, financing approximately \$35,868.09 of the purchase price.

25 f. On or about March 11, 2008, defendant **BOYAN GUEORGUIEV**
26 purchased a 2007 Mini Cooper from Desert Mini of Las Vegas, 2333 S. Decatur, Las Vegas,

1 Nevada, financing approximately \$34,399.96 of the purchase price.

2 g. On or about March 12, 2008, defendant **BOYAN GUEORGUIEV**
3 purchased a 2008 Subaru Impreza Outback Wagon from Subaru of Las Vegas, 2025 S. Decatur,
4 Las Vegas, Nevada, financing approximately \$30,311.21 of the purchase price.

5 h. On or about March 13, 2008, defendant **BOYAN GUEORGUIEV**
6 purchased a 2008 Audi Q7 from Desert Audi, 6335 Sahara Avenue, Las Vegas, Nevada, financing
7 approximately \$59,028.77 of the purchase price.

8 i. On or about March 14, 2008, defendant **BOYAN GUEORGUIEV**
9 purchased a 2008 Dodge Sprinter from Integrity Chrysler, 6770 Redwood Street, Las Vegas,
10 Nevada, financing approximately \$52,964.07 of the purchase price.

11 j. On or about March 15, 2008, defendant **BOYAN GUEORGUIEV**
12 purchased a 2008 four-door Nissan Sentra from Desert Nissan, 5800 W. Sahara Avenue, Las
13 Vegas, financing approximately \$27,270.54 of the purchase price.

14 k. On or about March 19, 2008, defendant **BOYAN GUEORGUIEV**
15 purchased a 2008 Toyota Prius from Desert Toyota, 6300 W. Sahara Avenue, Las Vegas, Nevada,
16 financing approximately \$31,737.24 of the purchase price.

17 l. On or about March 20, 2008, defendant **ROSSEN DASKALOV** aka
18 **VESKO SIMEONOV** purchased a 2008 Lexus IS350 from Lexus of Las Vegas, 6600 W. Sahara
19 Avenue, Las Vegas, Nevada, financing approximately \$49,120.87 of the purchase price.

20 m. On or about March 24, 2008, defendant **ROSSEN DASKALOV**, also
21 known as **VESKO SIMEONOV**, purchased a 2008 Audi A3 from Desert Audi, 6335 Sahara
22 Avenue, Las Vegas, Nevada, financing approximately \$45,702.94 of the purchase price.

23 n. On or about March 24, 2008, defendant **ROSSEN DASKALOV**, also
24 known as **VESKO SIMEONOV**, purchased a 2008 Subaru Tribeca from Subaru of Las Vegas,
25 2025 S. Decatur, Las Vegas, Nevada, financing approximately \$38,286.92 of the purchase price.

26 o. On or about March 25, 2008, defendant **ROSSEN DASKALOV**, also

1 known as **VESKO SIMEONOV**, purchased a 2008 Jeep Wrangler from Integrity Chrysler, 4770
2 Redwood Street, Las Vegas, Nevada, financing approximately \$40,215.50 of the purchase price.

3 p. On or about April 10, 2008, defendant **ROSSEN DASKALOV**, also
4 known as **VESKO SIMEONOV**, purchased a 2008 Tracker Pro 170 and 2008 Trailstar Boat
5 Trailer from Bass Pro Shops, 8200 Dean Martin Drive, Las Vegas, Nevada, financing
6 approximately \$15,110 of the purchase price.

7 q. On or about April 11, 2008, defendant **ROSSEN DASKALOV**, also
8 known as **VESKO SIMEONOV**, purchased a 2008 Honda Civic from Honda West, 7615 W.
9 Sahara Avenue, Las Vegas, Nevada, financing approximately \$21,007.57 of the purchase price.

10 r. On or about May 2, 2008, defendant **YULIYAN MILUSHEV** purchased a
11 2008 Toyota Prius from Desert Toyota, 6300 W. Sahara Avenue, Las Vegas, Nevada, financing
12 approximately \$31,957.32 of the purchase price.

13 s. On or about May 3, 2008, defendant **YULIYAN MILUSHEV** purchased a
14 2007 Volvo S60 from Volvo of Las Vegas, 7705 W. Sahara Avenue, Las Vegas, Nevada,
15 financing approximately \$32,471.09 of the purchase price.

16 t. On or about May 3, 2008, defendant **YULIYAN MILUSHEV** purchased a
17 2008 Subaru Impreza Outback Wagon from Subaru of Las Vegas, 2025 S. Decatur Blvd, Las
18 Vegas, Nevada, financing approximately \$40,334 of the purchase price.

19 u. On or about May 3, 2008, defendant **YULIYAN MILUSHEV** purchased a
20 2008 Honda Accord from Honda West, 7615 W. Sahara Avenue, Las Vegas, Nevada, financing
21 approximately \$38,542.40 of the purchase price.

22 v. On or about May 5, 2008, defendant **YULIYAN MILUSHEV** purchased a 2009
23 Nissan Murano from Desert Nissan, 5800 W. Sahara Avenue, Las Vegas, Nevada, financing
24 approximately \$38,158.67 of the purchase price.

25 w. On or about May 6, 2008, defendant **YULIYAN MILUSHEV** purchased a
26 2008 Acura RDX from Acura of Las Vegas, 7000 W. Sahara Avenue, Las Vegas, Nevada,

1 financing approximately \$38,377.41 of the purchase price.

2 x. On or about May 7, 2008, defendant **YULIYAN MILUSHEV** purchased a
3 2008 Hyundai Accent from Planet Hyundai, 7150 W. Sahara Avenue, Las Vegas, Nevada,
4 financing approximately \$19,993.68 of the purchase price.

5 y. On or about May 10, 2008, defendant **YULIYAN MILUSHEV** purchased a
6 2008 Audi A4 from Desert Audi, 6335 Sahara Avenue, Las Vegas, Nevada, financing
7 approximately \$29,051.21 of the purchase price.

8 z. On or about May 14, 2008, defendant **YULIYAN MILUSHEV** purchased a
9 2008 Kia Spectra from World Kia, 5600 W. Sahara Avenue, Las Vegas, Nevada, financing
10 approximately \$20,284.46 of the purchase price.

11 aa. On or about May 15, 2008, defendant **YULIYAN MILUSHEV** purchased a
12 2008 Chevrolet Aveo from Findley Chevrolet, 6800 S. Torrey Pines, Las Vegas, Nevada,
13 financing approximately \$17,179.17 of the purchase price.

14 bb. On or about October 2009, through and including in or about December
15 2009, **DRAGOMIR TASKOV, DIMITR DIMITROV, AND NIKOLAY MLADENOV**,
16 transported a fraudulently obtained Audi A3 from the State of Nevada to the State of California.

17 cc. In or about January 2010, **DRAGOMIR TASKOV, DIMITR**
18 **DIMITROV, NIKOLAY and MLADENOV**, received a 2008 Audi A3, after being stolen,
19 unlawfully converted, and taken, which crossed from the State of California to the State of
20 Nevada.

21 dd. In or about January 2010, **DRAGOMIR TASKOV, DIMITR**
22 **DIMITROV, and NIKOLAY MLADENOV**, transport a fraudulently obtained 2008 Mercedes
23 Benz S550 from the State of Nevada to the State of California.

24 V.

25 ACKNOWLEDGMENT

26 1. Defendant, acknowledges by defendant's signature below that defendant has read

1 this Memorandum of Plea Agreement, that defendant understands the terms and conditions, and
2 the factual basis set forth herein, that defendant has discussed these matters with defendant's
3 attorney, and that the matters set forth in this memorandum, including the facts set forth in Part IV
4 above are true and correct.

5 2. Defendant acknowledges that defendant has been advised, and understands, that by
6 entering a plea of guilty defendant is waiving, that is, giving up, certain rights guaranteed to
7 defendant by law and by the Constitution of the United States. Specifically, defendant is giving
8 up:

9 a. The right to proceed to trial by jury on the original charges, or to a trial by a
10 judge if defendant and the United States both agree;

11 b. The right to confront the witnesses against defendant at such a trial, and to
12 cross-examine them;

13 c. The right to remain silent at such trial, with such silence not to be used
14 against defendant in any way;

15 d. The right, should defendant so choose, to testify in defendant's own behalf
16 at such a trial;

17 e. The right to compel witnesses to appear at such a trial and to testify in
18 defendant's behalf; and

19 f. The right to have the assistance of an attorney at all stages of such
20 proceedings.

21 3. Defendant, defendant's attorney, and the attorney for the United States
22 acknowledge that this Plea Memorandum contains the entire agreement negotiated and agreed to

23 ...

24 ...

25 ...

26 ...

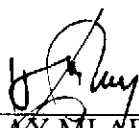
1 by and between the parties, and that no other promise has been made or implied by either
2 defendant, defendant's attorney, or the attorney for the United States.

3
4 DANIEL G. BOGDEN
United States Attorney

5 6-21-11
6 DATED

7 
ERIC JOHNSON
Chief, Organized Crime Strike Force

8
9 DATED 6/21/11

10 
NIKOLAY MLADENOV, Defendant

11 E/21/11
12 DATED

13 
CHARLES KELLY, Esq.
Counsel for Defendant